



NOTICE OF FUNDING AVAILABILITY CAPITAL PROJECTS

Overview

Baltimore Homeless Services, Inc. (BHS) is pleased to announce the availability of capital funds for housing and community development projects that will specifically serve homeless individuals and families in Baltimore City.

Baltimore Homeless Services (BHS) has adopted the Housing First model as the service delivery strategy for Baltimore City. The "Housing First" approach rests on two central premises. One, re-housing should be the central goal of working with people experiencing homelessness, and two, by providing housing assistance and follow-up case management services after a family or individual is housed, the time people spend in homelessness can significantly be reduced. A Housing First approach consists of three components: Crisis intervention, emergency services, screening and needs assessment; permanent housing, and case management services. Given this new strategy, capital grants and/or loans will be awarded for projects that accomplish the following:

1. Create or improve permanent housing for homeless persons and/or families and/or for persons with HIV/AIDS.
2. Create and/or expand day resource centers.
3. Create and/or expand safe havens.
4. Create and/or expand facilities that provide services for people who are homeless and/or for persons with HIV/AIDS.
5. Create and/or expand emergency shelters that provide shelter and supportive services.
6. Renovate existing transitional housing facilities.

Funds can be used for acquisition, rehabilitation, new construction and soft costs associated with rehabilitation and/or new construction. In keeping with the Housing First approach, creation of new transitional facilities will not be considered at this time.

BHS has available approximately 1.5 million in Community Development Bond funds to assist with improvement projects in Baltimore City. Capital projects are also eligible under the U. S. Housing and Urban Development (HUD) Supportive Housing Program and the Housing Opportunities for Persons With AIDS (HOPWA) program. Capital projects under HOPWA must serve people with HIV/AIDS.

There are two applications in this Notice of Funding Availability (NOFA).

- **Application I** is to be completed for acquisition, substantial rehabilitation of an existing structure and/or new construction. Applicants may request up to \$400,000.
- **Application II** is for renovations to existing facilities, minor repairs to correct code violations and improvements to the facility. Minor improvements include, but are not limited to: plumbing, painting, replacement of HVAC (heating, ventilation and air-conditioning), carpet, roof repair, elevators, exterior/interior repairs, replacement of doors, windows etc. Applicants may request up to \$75,000.

The applicant may substitute a different form or spreadsheet for any of the following items, or reformat the Applications as needed, provided that all of the information requested is included. Incomplete applications will not be accepted by Baltimore Homeless Services, Inc.

Submission

An original proposal, including all required items, and two copies should be submitted. **Deadline for submission is 4:00 PM, Monday, December 5, 2005.** Late applications will not be accepted. Applications are to be submitted to:

Laura Gillis, President/CEO
Baltimore Homeless Services, Inc.
210 Guilford Avenue, 2nd Floor
Baltimore, Maryland 21202

Technical Assistance Meeting

Baltimore Homeless Services will hold a technical assistance meeting to review this Notice of Funding Availability (NOFA) **on Monday, September 26th from 5:00 to 7:00 PM at 417 E. Fayette Street, Third Floor Conference Room, Room # 346.** Baltimore Housing staff will also be available to present information on funding available for projects serving people who are homeless.

PLEASE DIRECT QUESTIONS REGARDING THE APPLICATION TO:

Shama Ganachari, Contracts and Housing Development Director, Baltimore Homeless Services, Inc.
shama.ganachari@baltimorecity.gov or (410) 396-4887

DEFINITION OF ELIGIBLE ACTIVITIES

Eligible activities include acquisition, rehabilitation, new construction, pre-development costs associated with a project, repairs to an existing facility to correct code violations, making the facility handicapped accessible and for necessary repairs for the health and safety of residents and staff. **Funds requested may not exceed 50% of the total project costs.**

Applicants must agree to maintain the project as a facility to assist the homeless population for a **minimum of 20 years** and must demonstrate the capacity to secure ongoing operating assistance to maintain the facility for the length of the funding term.

PRESUBMISSION REQUIREMENTS

Eligible Applicants

Applicant must be a non-profit 501c (3) tax-exempt organization or have proof of non-profit status by the time of the award announcement and be in good standing with the State of Maryland at the time of submission of the application. Contact the State of Maryland at (410) 767-1340 to apply for a certificate of Good Standing.

Community Support

The project should have evidence of community support. Qualified applicants will need to submit letters of support from neighborhood organizations and the community in general for the proposed development prior to applying for funding. Applicants are strongly encouraged to have held at least one meeting with an established neighborhood organization, preferably by attending a regular community or neighborhood meeting.

Zoning

Applicant will need to provide a letter from the local zoning office indicating that the project is properly zoned for its intended use. If a zoning change, variance or exception is required, provide documentation from the local zoning office describing the required approval process and provide a detailed schedule for obtaining the approval.

Site Control

Applicants will evidence proof of Site Control. Proof of site control may be in the form of a copy of the deed, purchase agreement, or purchase option or long-term lease agreement.

The following requirements must be met should a proposal be funded:

Compliance with American with Disabilities Act (ADA) requirements

Generally five percent (5%) of the total units in new construction and substantial rehabilitation projects must be accessible for individuals with mobility impairments and two percent (2%) of the total units must be equipped for individuals with hearing and sight impairments. For additional information, please visit www.ada.gov

Compliance with Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) requirements.

Applicants must agree to comply with MBE/WBE Participation as set forth in Article 5, Subtitle 28 of the Baltimore City Code. The Applicant will make good faith effort to utilize MBE/WBE contractors for all projects funded through BHS. However, MBE/WBE participation is mandatory for all projects over \$25,000. For additional information please call the Minority and Women's Business Opportunity Office at (410) 396-4355

Wage Compliance

For all federally funded projects, applicants must comply with Davis Bacon wage rates. For non-federal funded projects, applicants must comply with the Baltimore City prevailing wage rates. For additional information regarding Davis Bacon please visit the web site at www.hud.gov. For information regarding city prevailing wage rate, please call the Baltimore City Wage Commission Office at (410) 396-4835. Davis Bacon, however, is not applicable for projects funded through HOPWA, Emergency Shelter Grant (ESG) and Supportive Housing Program (SHP) dollars; therefore, the City Prevailing wage shall apply.

Environmental

Should a project be funded with federal dollars, the National Environmental Policy Act (NEPA) prohibits project activities and actions to be undertaken until an Environmental Review has been completed. According to the NEPA (40 CFR 1500-1508) and 24 CFR Part 58, BHS as the Responsible Entity (RE) is mandated to ensure that environmental information is available before decisions are made and before actions are undertaken. The RE may not commit or expend resources, either public or private (HUD, other Federal, or non-Federal funds) or execute a legally binding agreement for property acquisition, rehabilitation, conversion, repair or construction pertaining to specific site until environmental clearance has been achieved. Part 58 prohibits the use of federal dollars by the RE or project participants until the environmental review process has been completed and HUD Release of Funds from the U.S. Department of Housing and Urban Development has been obtained. For additional information please call HUD Environmental Office at (410) 962-2520 ext. 3053

Energy Star

Should a project be funded, the applicant will make good faith effort to incorporate the National Energy Five Star efficiency performance standards of 86. All procedures used for this rating (86) shall comply with National Home Energy Rating System guidelines. Applicant shall also make good faith effort to select Energy Star appliances. For additional information visit the web site at www.hud.gov/energy

Uniform Relocation Act

Under federally funded projects, the Uniform Relocation Act will apply for acquisition and/or substantial rehabilitation that will affect existing tenants. For additional information visit the web site at www.hud.gov/relocation

Additional resources

HUD web site www.hud.gov

Baltimore City Planning Department: www.baltimorecity.gov/government/planning/cad.html.
(410) 396-4329

Baltimore City Zoning (410) 396-4301

APPLICATION I

- Acquisition
- Substantial rehabilitation of an existing structure
- New construction
- Pre-development costs

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EVALUATION

Applications will be reviewed and scored based on the following five evaluation criteria.

Rating Factor 1	Quality of Development concept	10 points
Rating Factor 2	Capacity of Applicant	20 points
Rating Factor 3	Capacity of Development Team	20 points
Rating Factor 4	Budget	20 points
Rating Factor 5	Feasibility of Project	20 points
Rating Factor 6	Leveraging	10 points
TOTAL		100 points

All proposals will be reviewed by an Objective Review Committee using the above criteria. Awards will be made based on need, scoring and recommendations made by the Review Committee.



APPLICATION COVER SHEET

Submitted By:

Title:

Organization:

Address:

City:

Zip Code:

Fax:

Email:

Project Title:

Address of Proposed Project:

Amount Requested:

REQUIRED DOCUMENTS

When preparing the proposal for final submission, the following documents are required in the same order as noted below.

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. Application Cover Sheet 2. Application Summary Sheet 3. Project Narrative 4. Experience Narrative 5. Project Budget 6. Disclosures 7. Exhibits 8. Articles of Incorporation and Bylaws 9. State and Federal Tax Exemption Determination Letters 10. Certificate of Good Standing from State of Maryland 11. List of Board of Directors 12. Organizational Chart (note any vacancies) 13. Current Audited Financial Statement | <div style="display: flex; flex-direction: column; align-items: center;"> <input type="checkbox"/>
 <input type="checkbox"/>
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 <input type="checkbox"/> </div> |
|---|---|

I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, information provided in this proposal reflects accurate data and estimates of planned/delivered services.

Executive Director (or designee) – Signature

Date

Print Name

Title

APPLICATION SUMMARY SHEET

Project Name:
Project Address:
Neighborhood:
City Council District:
Census Tract:

Total Development Costs: \$
Funds Requested: \$
Use of BHS funds:
<input type="checkbox"/> Acquisition: \$
<input type="checkbox"/> Demolition: \$
<input type="checkbox"/> New Construction: \$
<input type="checkbox"/> Rehabilitation: \$
<input type="checkbox"/> Other: \$
Has applicant received funds previously from BHS or the City of Baltimore for capital projects?
If yes, please list project name, total project cost, program source, total funds received from the City and type (e.g. Bond, SHP), contact, and status.
Indicate if applicant has previously defaulted on any agreements or loans.
Other Expected Sources of Funding and Status i.e. commitment, application pending, application planned etc: (Applicant will need to demonstrate a one for one match for funds requested for the project).
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

PROJECT NARRATIVE

The Project Narrative (questions 1- 5) is limited to three (3) pages.

1. Provide a brief description of the proposed project including:
 - ❑ Where it is located,
 - ❑ The building and/or unit type,
 - ❑ Target population and number of people to be served.
 - ❑ How it will enhance services for homeless persons, serve an urgent and/or unmet need etc.
 - ❑ If the project involves expanding an existing facility, identify how many units or beds currently exist and how many will be created using the funding applied for.
 - ❑ Will the expansion impact on current zoning? If so, will appropriate zoning be secured?
 - ❑ Describe the proximity of basic services to the project site, such as police, fire, emergency, medical, public transportation, grocery stores and social services.
2. Describe the supportive services your project plans to provide to its residents. Explain how the supportive services will help the residents obtain residential stability, economic independence, and/or increased self-determination. Describe the funding source available/committed to support service costs.
3. Describe community participation in the planning and development of the project. Identify the community partners involved in the project.
4. Provide a narrative description of intent to comply with MBE/WBE requirements. Applicants must describe how they will make good faith effort to equitably utilize the services of Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's), in addition to completing and signing the Commitment to Comply attached at the end of this application as Exhibit B.
5. Provide a narrative description of compliance with ADA requirements as set forth in Section 504 of the Rehabilitation Act of 1973. Applicants must describe how the proposed project will meet handicapped accessibility requirements.
6. Evidence of Operating Funds. (This section will not be counted towards the 3 page limit)
Provide documentation (letters of commitment, contractual agreements) from identified sources of funds necessary to implement and operate the project. This information should include a contact name and phone number of funding source and the amount, length of availability of funding and any restrictions on the use of the funds.

7. Development Schedule.

	Initiation/Application Date	Approval/Completion Date
Construction Financing		
Permanent Financing		
Other Financing (please specify)		
Design Documents		
Design Review		
Land Acquisition		
Zoning Approvals		
Building Permit		
Construction Start		
Construction Completion		
Lease Up Schedule		

8. Overview of Development Team (This section is limited to two pages).

- a. Provide a brief narrative about the capacity and experience of the Development Team.
- b. Identify each member of the Development team including Owner, developer, general partner, contractor, architect, consultant, management agent, lenders, etc. For each member of the team, include the name of a contact person their address, phone number, fax number and e-mail address.
- c. Describe a similar project(s) developed and managed by your Development team, including the following information:
 - Project Name(s)
 - Project address(s)
 - Number of Units(s)
 - Completion date(s)
 - Total development cost(s)
 - Description(s) of project(s)

9. If substantial rehabilitation, please explain how the rehabilitation will affect existing tenants or services (This section will not be counted towards the 2 page limit).

For Federally funded projects, 49 CFR Part 24 (Uniform Relocation Act) may apply. For additional information visit the web site at www.hud.gov

EXPERIENCE NARRATIVE

Experience Narrative is limited to two (2) pages.

1. Provide information about the structure, experience and capacity of your organization by describing the staffing of your organization and the organization's experience and ability to implement, administer and manage capital projects. Provide information about the Board of Directors especially those with experience in capital projects.
2. Provide a brief list of any facilities that you currently operate. Include information such as location, type of project, number of persons served, and length of years in operation.
3. Explain how long and in what manner your organization has served the community in which the project will be located.
4. Describe your ability and plan to satisfy all long-term monitoring and reporting requirements required by state and federal regulations.
5. Please provide the following (This section will not be counted towards the two (2) page limit):
 - a. 3 years of audited (if completed) financial statements to include:
 - Balance sheet
 - Income statement
 - Summary of cash flow
 - Identification of working capital or general lines of credit
 - Summary of contingent liabilities (if any)
 - b. Current year budget
 - c. Future (3 or 5 year) business plan (if available)
 - d. Schedule of real estate owned (if applicable) to include
 1. Address
 2. Number of units (if housing) and description
 3. Cost
 4. Value
 5. Mortgage amount & name of lender
 6. Total revenue
 7. Operating expenses
 8. Net operating income
 9. Guarantees

PROJECT BUDGET

1. Development Budget	Total Cost	Per SF	Per unit
Acquisition Costs			
Relocation Costs if applicable (<i>cost of providing assistance in moving business or tenants</i>)			
Hard Costs/ Trade Breakdown			
Including, but is not limited to, all applicable items listed below:			
Demolition			
Landscaping/ Site Work			
Concrete			
Masonry, pointing, waterproofing, cleaning			
Rough Carpentry			
Finish Carpentry			
Roofing			
Insulation			
Doors, frames, hardware			
Windows and glazing			
Drywall and plastering			
Ceramic tile			
Finished Flooring			
Painting			
Kitchen cabinets			
Appliances			
Heating and ventilation			
Plumbing			
Electrical			
Other (Specify)			
Subtotal			
General conditions			
Overhead and Profit			
Contingency (Indicate Contingency as Percentage of Hard Costs ____%)			
Total Hard Costs			
Soft Costs			
Including, but not limited to, all applicable items listed below:			
Appraisals			
Surveying			
Architect and Engineer			
Legal and accounting			
Permits and Fees			
Promotion and advertising			
Development fees			
Other (Specify)			
Soft Cost Contingency (Indicate Contingency as % of Soft Costs ____%)			
Total Soft Costs			
Total All Costs (Hard and Soft)			

2. Operating Pro Forma. (*Estimated net income for a 10 year period*)

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Revenue										
Residential Rent										
Commercial Rent										
Parking Income										
Other Revenue (specify):										
Total Gross Revenue										
Deductions from Revenue										
Vacancy Losses										
Collection Losses										
Other Deductions (specify):										
Total Deductions from Revenue										
Effective Revenue										
Expenses										
Real Property Taxes										
Personal Property Taxes										
Parking Taxes										
Payroll and Fringe Benefits										
Repairs and Replacements										
Management Fee										
Utilities										
Security										
Other Management Costs (specify):										
Other Expenses (specify):										
Total Expenses										
Net Operating Income										

- Please attach a brief narrative about the nature and scope of work to be undertaken and justification for costs requested in the budget. Describe the method used to derive the construction cost estimates.
- Sources and Uses Statement. Applicants must list all sources and uses of funds, and attach commitment letters or letters of intent for all private sources listed.

DISCLOSURES.

Has any principal identified in this form or any corporation or organizations in which this principal is or was formerly a principal partner, managing member or otherwise owned or control more than 10% of the shares or assets of a corporation, been the subject to any of the following?

Pending judgments, legal actions, lawsuits, orders and/or orders of satisfaction?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Been convicted or pending case for fraud, bribery, or grand larceny?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Been convicted or pending case for arson?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Adjudged bankrupt, either voluntarily or involuntarily, within the past 10 years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Indicted for or convicted of any felony within the past 10 years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Unpaid taxes or liens?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Declared in default of a loan or failed to complete a development project?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Failed to complete or currently in violation of any agreement involving the City of Baltimore?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

If the answer to any of the above is yes, please provide a full explanation including as appropriate for each case 1) date, 2) charge, 3) place, 4) Court, 5) action taken, and 6) current disposition. Attach documentation, as necessary.

EXHIBIT A

Certification.

Please note: If the applicant is a joint venture, this certification form must be signed by an officer of each entity composing the joint venture.

I/We, _____, am an officer authorized to make a binding contractual commitment for the applicant.

I have received, read, and understand the provisions of this Notice of Funding Availability (NOFA). I acknowledge that failure to disclose a material fact or to misrepresent a fact can result in disqualification of the development proposal from further consideration. I certify that all information contained in this response to the NOFA, including, but not limited to, the disclosure information is true and correct to the best of my knowledge and belief.

I understand by signing this form in conjunction with a response to this NOFA, that the City may, at its choosing, conduct a check with Dun and Bradstreet and other credit verification or similar agencies. I understand that the City is not obligated to pay, nor will it in fact pay, any costs or losses incurred by the applicant at any time, including, but not limited to, the cost of: 1) any prior actions by the applicant in order to respond to the NOFA, and/or 2) any future actions by the applicant in connection with any negotiations between the applicant and the City, including, but not limited to, actions to comply with requirements of BHS, the City or any applicable laws.

I agree that I will not enter into, execute or be a part to any Covenant, Agreement, Lease, Deed, Assignment or Conveyance, or any other written instrument which restricts the sale, lease, use or occupancy of the property or any part thereof, upon the basis of race, color, religion, sex, or national origin and will comply with all Federal, State, and local laws, in effect from time to time, prohibiting discrimination or segregation and will not discriminate by reason of race, color, religion, sex or national origin in the sale, lease, use or occupancy of the property.

Dated: _____

Signature: _____

Title: _____

Applicant Entity: _____

EXHIBIT B

MBE / WBE CONTRACT

(Name of Project)

**COMMITMENT TO COMPLY
WITH THE
MINORITY AND WOMEN'S BUSINESS ENTERPRISE PROGRAM
OF THE CITY OF BALTIMORE**

In consideration for receiving fiscal assistance from or through the City of Baltimore, the Developer covenants and agrees to comply with Article 5, Subtitle 28 of the Baltimore City Code (2000 Edition) regarding participation by Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) in its development of the project known as:

Developer covenants and agrees to use all reasonable good faith efforts to meet the following MBE and WBE participation goals for this project as applicable:

CONSTRUCTION

MBE goal is 27%

WBE goal is 8%

SERVICES

MBE goal is 17%

WBE goal is 9%

ARCHITECTURAL AND ENGINEERING

MBE goal is 21%

WBE goal is 13%

Prior to the commencement of construction, Developer agrees to submit to the City written documentation, including executed contracts, service agreements, or utilization commitment forms which shall identify the particular minority and women's business enterprises (i) contracting directly with the Developer, or (ii) subcontracting with prime contractors who have contracted directly with the Developer. The executed contracts, service agreements, or utilization commitment forms submitted to the City shall specify the dollar value of the participation, the type of work to be performed, and such other information as may be reasonably required by the City.

In the event that after reasonable and good faith efforts to meet the goals, Developer is able to demonstrate to the satisfaction of the City that sufficient qualified and willing MBE's and WBE's are unavailable in the market area of the project as defined by City law, then the Developer may request a waiver or reduction of the MBE and/or WBE goals.

The City's Minority and Women's Business Opportunity Office (MWBOO), or its successor, is designated to administer the provisions of the law on behalf of the City. Developer shall comply with the rules and regulations of the MWBOO or its successor in meeting the requirements of the law.

**THE UNDERSIGNED DO SOLEMNLY DECLARE AND AFFIRM THAT THEY ARE AUTHORIZED TO
MAKE THIS COMMITMENT.**

FOR: _____

BY: _____

BY: _____

DATE: _____

Chief, Minority and Women's Business Opportunity Office

Anticipated Starting Date of Construction:

EXHIBIT C

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (Declaration) dated as of _____, 2005, by _____ (the Owner), its successors and assigns, is given to the Mayor & City Council of Baltimore acting by and through Baltimore Homeless Services, Inc. (BHS).

RECITALS

WHEREAS, _____ is the Owner of certain property described in Exhibit A attached hereto and by reference made a part hereof (the Property)

WHEREAS, the BHS entered into an Agreement dated _____ with the Owner (the Owner Agreement) in which the Owner is obligated to (acquire) (construct) (rehabilitate) and operate a facility on the Property which is to be maintained and operated as facility for the homeless as defined by the Agreement; and

WHEREAS, BHS requires the Owner, and the Owner is required by the Owner Agreement, to cause to be executed and recorded this Declaration Of Restrictive Covenants which obligates the Owner, its successors and assigns, to operate and maintain the property located at _____ as a _____ in accordance with the terms of the Fund Agreement entered into by BHS and the Owner; and

WHEREAS, the Owner under this Declaration intends, declares and covenants that the restrictive covenants set forth herein shall be and are covenants running with the Property for the term described herein, are binding upon all subsequent owners of the Property for such term, and are not merely personal covenants of the Owner,

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth and of other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner declares as follows:

1. The Owner, its successors or assigns, shall operate the facility and provide supportive services for the homeless throughout a period of twenty (20) years commencing from the date of Board of Estimates approval of the Agreement, in accordance with the terms of the Agreement, and all applicable federal, state and local laws.

2. If, pursuant to a request from the Owner, BHS determines that the project is no longer needed for the intended, BHS may authorize the Owner, its successors or assigns, to convert the use of the project for the direct benefit of homeless persons and/or families. Upon expiration of the period during which the Owner is obligated to operate the Property in accordance with the Agreement, this Declaration shall terminate and shall no longer be effective.

3. The Owner agrees, that if the project ceases to be used as a facility for homeless within ten (10) years after the project is placed in service, the Owner, its successors or assigns, shall be obligated to repay BHS one hundred percent (100%) of any assistance received for acquisition, rehabilitation and new construction under the Agreement. If such project is used as a facility for homeless for more than ten (10)

years, BHS shall reduce the percentage of the amount required to be repaid by ten (10) percentage points for each year in excess of ten (10) that the project is used as a facility for homeless.

4. BHS, acting by and through a duly authorized official, may approve such action as may be necessary to allow the transfer, conveyance, assignment, leasing, mortgaging, or encumbering of the Property or to accomplish the acts described above.

5. This Declaration and the covenants set forth herein regulating and restricting the use and occupancy of the Property (i) shall be and are covenants running with the Property, encumbering the Property for the term of this Declaration, and binding upon the Owner's successors in title and all subsequent owners of the Property, (ii) are not merely personal covenants of the Owner, and (iii) shall bind the Owner and its respective successors and assigns during the term of this Declaration.

6. Any and all requirements of the laws of the State to be satisfied in order for the provisions of this Declaration to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full, and that any requirements or privileges of estate are intended to be satisfied, or in the alternate, that an equitable servitude has been created to insure that these restrictions run with the land. For the term of this Declaration, each and every contract, deed, or other instrument hereafter executed conveying the Property or portion thereof shall expressly provide that such conveyance is subject to this Declaration, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Property or portion thereof provides that such conveyance is subject to this Declaration.

7. The invalidity of any clause, part or provision of this Declaration shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the Owner has caused this Agreement to be signed by its duly authorized representatives, as of the day and year first above written.

OWNER

By: _____

STATE OF MARYLAND

CITY OF BALTIMORE _____

On this ____ day of _____, 2005, before me, a notary public, personally appeared _____, the _____ of _____, a Maryland limited liability company, named in

the foregoing instrument and acknowledged said instrument on behalf of the company.

Notary Public

Pursuant to the requirements of Section 3-104(f)(1) of the Real Property Article of the Annotated Code of Maryland, This Is To Certify that the within document was prepared by (or under the supervision of) the undersigned Attorney At Law admitted to practice by and in good standing with the Court of Appeals of the State of Maryland.

EXHIBIT C (1)
TO
DECLARATION OF RESTRICTIVE COVENANTS
PROPERTY

LEGAL DESCRIPTION

APPLICATION II

- Renovations to existing facilities,
- Minor repairs to correct code violations and,
- Improvements to the facility for the health and safety of clients and staff.

Minor repairs and improvements include, but are not limited to: plumbing, painting, replacement of HVAC (heating, ventilation and air-conditioning), carpet, roof repair, elevators, exterior/interior repairs, replacement of doors, windows etc.

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Rating Factor 5	Leveraging	20 points
TOTAL		100 points

All proposals will be reviewed by an Objective Review Committee using the above criteria. Awards will be made based on need, scoring and recommendations made by the Review Committee.



APPLICATION COVER SHEET

Submitted By: _____ Title: _____
 Organization: _____
 Address: _____
 City: _____ Zip Code: _____
 Fax: _____ Email: _____
 Project Title: _____
 Address of Proposed Project: _____
 Amount Requested: _____

REQUIRED DOCUMENTS

When preparing the proposal for final submission, the following documents are required in the same order as noted below.

- | | | |
|-----|---|--------------------------|
| 1. | Application Cover Sheet | <input type="checkbox"/> |
| 2. | Application Summary Sheet | <input type="checkbox"/> |
| 3. | Project Narrative | <input type="checkbox"/> |
| 4. | Experience Narrative | <input type="checkbox"/> |
| 5. | Project Budget | <input type="checkbox"/> |
| 6. | Disclosures | <input type="checkbox"/> |
| 7. | Exhibits | <input type="checkbox"/> |
| 8. | Articles of Incorporation and Bylaws | <input type="checkbox"/> |
| 9. | State and Federal Tax Exemption Determination Letters | <input type="checkbox"/> |
| 10. | Certificate of Good Standing from State of Maryland | <input type="checkbox"/> |
| 11. | List of Board of Directors | <input type="checkbox"/> |
| 12. | Organizational Chart (note any vacancies) | <input type="checkbox"/> |
| 13. | Current Audited Financial Statement | <input type="checkbox"/> |

I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, information provided in this proposal reflects accurate data and estimates of planned/delivered services.

 Executive Director (or designee) Signature Date

 Print Name Title

APPLICATION SUMMARY SHEET

Project Name:
Project Address:
Neighborhood:
City Council District:
Census Tract:

Total Rehabilitation Costs: \$
Funds requested through this application: \$
Use of BHS funds:
<input type="checkbox"/> Rehabilitation: \$
<input type="checkbox"/> Other: \$
(please specify)
Has applicant received funds previously from BHS or the City of Baltimore for capital projects? If yes, please list project name, total project cost, program source, total funds received from the City and type (e.g. Bond, SHP), contact, and status. Indicate if applicant has previously defaulted on any agreements or loans.
Other Expected Sources of Funding and status (i.e. commitment, application planned, application pending etc.)
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

PROJECT NARRATIVE

The Project Narrative (questions 1- 4) is limited to three (3) pages.

1. Provide a brief narrative of the proposed project including;
 - ❑ Where it is located,
 - ❑ The building and/or unit type,
 - ❑ Target population and number of people served.
 - ❑ How it will enhance services for homeless persons, serve an urgent and/or unmet need etc.
 - ❑ If the project involves expanding an existing facility, identify how many units or beds currently exist and how many will be created.
 - ❑ Describe the proximity of basic services to the project site, such as police, fire, emergency, medical, public transportation, grocery stores and social services.
2. Describe the supportive services your project plans to provide to its clients. Explain how the supportive services will help the residents move towards residential stability, economic self-sufficiency and/or greater self-determination. List funds available/committed for the services and source.
3. Provide a narrative description of intent to comply with MBE/WBE requirements. Applicants must describe how they will make every good faith effort to equitably utilize the services of Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's), in addition to completing and signing the Commitment to Comply attached at the end of this application.
4. Provide a narrative description of compliance with ADA requirements as set forth in Section 504 of the Rehabilitation Act of 1973. Applicants must describe how the proposed project will meet handicapped accessibility requirements.
5. Evidence of Operating Funds (This section will not count towards three (3) page limit)
Applicants must provide documentation (letters of commitment, contractual agreements) from identified sources of funds necessary to implement and operate the project. This information should include a contact name and phone number and the amount, length of availability of funding and any restrictions on the use of the funds.

EXPERIENCE NARRATIVE

Experience Narrative is limited to two (2) pages.

1. Provide information about the structure, experience and capacity of your organization by describing the staffing of your organization and the organization's experience and ability to implement, administer and manage capital projects. Provide information about the Board of Directors especially those with experience in capital projects.
2. Provide a brief list of any facilities that you currently operate. Include information such as location, type of project, number of persons served, and length of years in operation.
3. Explain how long and in what manner your organization has served the community in which the project will be located.
4. Describe your ability and plan to satisfy all long-term monitoring and reporting requirements required by applicable state and federal regulations for this project.

PROJECT BUDGET

Submit a clear and reasonable project budget and budget justification narrative. Should a project be funded under this NOFA, a minimum of two (2) bids for the proposed renovations will need to be submitted. Applicant may not proceed with the hiring of contractor and/or proceed with rehabilitation until a Commitment to Comply has been completed and forwarded to the MBE/WBE Compliance Office.

1. Provide a brief narrative of the nature of the repair/renovations that will be undertaken and a detailed construction budget. State how the requested funds will enhance services and/or improve property. Show how the rehabilitation will result in expanded services and income. Provide a 5-year operating pro-forma to support the above.
2. Identify additional resources that help support the proposed project. Applicant will need to demonstrate a one for one match for funds requested for the project.
3. Please explain how the rehabilitation will affect existing tenants or services.
4. Please provide the following:
 - a) 3 years of audited (if completed) financial statements to include:
 - Balance sheet
 - Income statement
 - Summary of cash flow
 - Identification of working capital or general lines of credit
 - Summary of contingent liabilities (if any)
 - b) Current year budget
 - c) Future (3 or 5 year) business plan (if available)
 - d) Schedule of real estate owned (if applicable) to include
 - Address
 - Number of units (if housing) and description
 - Cost
 - Value
 - Mortgage amount & name of lender
 - Total revenue
 - Operating expenses
 - Net operating income
 - Guarantees

DISCLOSURES

Has any principal identified in this form or any corporation or organizations in which this principal is or was formerly a principal partner, managing member or otherwise owned or control more than 10% of the shares or assets of a corporation, been the subject to any of the following?		
Pending judgments, legal actions, lawsuits, orders and/or orders of satisfaction?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Been convicted or pending case for fraud, bribery, or grand larceny?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Been convicted or pending case for arson?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Adjudged bankrupt, either voluntarily or involuntarily, within the past 10 years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Indicted for or convicted of any felony within the past 10 years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Unpaid taxes or liens?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Declared in default of a loan or failed to complete a development project?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Failed to complete or currently in violation of any agreement involving the City of Baltimore?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>If the answer to any of the above is yes, please provide a full explanation including as appropriate for each case 1) date, 2) charge, 3) place, 4) Court, 5) action taken, and 6) current disposition. Attach documentation, as necessary.</p>		

EXHIBIT A

Certification.

Please note: If the applicant is a joint venture, this certification form must be signed by an officer of each entity composing the joint venture.

I/We, _____, am an officer authorized to make a binding contractual commitment for the applicant.

I have received, read, and understand the provisions of this Notice of Funding Availability (NOFA). I acknowledge that failure to disclose a material fact or to misrepresent a fact can result in disqualification of the development proposal from further consideration. I certify that all information contained in this response to the NOFA, including, but not limited to, the disclosure information is true and correct to the best of my knowledge and belief.

I understand by signing this form in conjunction with a response to this NOFA, that the City may, at its choosing, conduct a check with Dun and Bradstreet and other credit verification or similar agencies. I understand that the City is not obligated to pay, nor will it in fact pay, any costs or losses incurred by the applicant at any time, including, but not limited to, the cost of: 1) any prior actions by the applicant in order to respond to the NOFA, and/or 2) any future actions by the applicant in connection with any negotiations between the applicant and the City, including, but not limited to, actions to comply with requirements of BHS, the City or any applicable laws.

I agree that I will not enter into, execute or be a part to any Covenant, Agreement, Lease, Deed, Assignment or Conveyance, or any other written instrument which restricts the sale, lease, use or occupancy of the property or any part thereof, upon the basis of race, color, religion, sex, or national origin and will comply with all Federal, State, and local laws, in effect from time to time, prohibiting discrimination or segregation and will not discriminate by reason of race, color, religion, sex or national origin in the sale, lease, use or occupancy of the property.

Dated: _____

Signature: _____

Title: _____

Applicant Entity: _____

EXHIBIT B

MBE / WBE CONTRACT

(Name of Project)

COMMITMENT TO COMPLY WITH THE MINORITY AND WOMEN'S BUSINESS ENTERPRISE PROGRAM OF THE CITY OF BALTIMORE

In consideration for receiving fiscal assistance from or through the City of Baltimore, the Developer covenants and agrees to comply with Article 5, Subtitle 28 of the Baltimore City Code (2000 Edition) regarding participation by Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) in its development of the project known as:

Developer covenants and agrees to use all reasonable good faith efforts to meet the following MBE and WBE participation goals for this project as applicable:

CONSTRUCTION

MBE goal is 27%

WBE goal is 8%

SERVICES

MBE goal is 17%

WBE goal is 9%

ARCHITECTURAL AND ENGINEERING

MBE goal is 21%

WBE goal is 13%

Prior to the commencement of construction, Developer agrees to submit to the City written documentation, including executed contracts, service agreements, or utilization commitment forms which shall identify the particular minority and women's business enterprises (i) contracting directly with the Developer, or (ii) subcontracting with prime contractors who have contracted directly with the Developer. The executed contracts, service agreements, or utilization commitment forms submitted to the City shall specify the dollar value of the participation, the type of work to be performed, and such other information as may be reasonably required by the City.

In the event that after reasonable and good faith efforts to meet the goals, Developer is able to demonstrate to the satisfaction of the City that sufficient qualified and willing MBE's and WBE's are unavailable in the market area of the project as defined by City law, then the Developer may request a waiver or reduction of the MBE and/or WBE goals.

The City's Minority and Women's Business Opportunity Office (MWBOO), or its successor, is designated to administer the provisions of the law on behalf of the City. Developer shall comply with the rules and regulations of the MWBOO or its successor in meeting the requirements of the law.

**THE UNDERSIGNED DO SOLEMNLY DECLARE AND AFFIRM THAT THEY ARE AUTHORIZED TO
MAKE THIS COMMITMENT.**

FOR: _____

BY: _____

BY: _____

DATE: _____

Chief, Minority and Women's Business Opportunity Office

Anticipated Starting Date of Construction:

EXHIBIT C

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (Declaration) dated as of _____, 2005, by _____ (the Owner), its successors and assigns, is given to the Mayor & City Council of Baltimore acting by and through Baltimore Homeless Services, Inc. (BHS).

RECITALS

WHEREAS, _____ is the Owner of certain property described in Exhibit A attached hereto and by reference made a part hereof (the Property)

WHEREAS, the BHS entered into an Agreement dated _____ with the Owner (the Owner Agreement) in which the Owner is obligated to (acquire) (construct) (rehabilitate) and operate a project on the Property which is to be maintained and operated as a facility for the homeless population in Baltimore City as defined by the Agreement; and

WHEREAS, BHS requires the Owner, and the Owner is required by the Owner Agreement, to cause to be executed and recorded this Declaration Of Restrictive Covenants which obligates the Owner, its successors and assigns, to operate and maintain the property located at _____ as a _____ in accordance with the terms of the Fund Agreement entered into by BHS and the Owner; and

WHEREAS, the Owner under this Declaration intends, declares and covenants that the restrictive covenants set forth herein shall be and are covenants running with the Property for the term described herein, are binding upon all subsequent owners of the Property for such term, and are not merely personal covenants of the Owner,

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth and of other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner declares as follows:

1. The Owner, its successors or assigns, shall operate the facility and provide supportive services and/or housing throughout a period of twenty (20) years commencing from the date of Board of Estimates approval of the Agreement, in accordance with the terms of the Agreement, and all applicable federal, state and local laws.

3. If, pursuant to a request from the Owner, BHS determines that the project is no longer needed for intended use, BHS may authorize the Owner, its successors or assigns, to convert the use of the project for the direct benefit of homeless and/or low-income persons. Upon expiration of the period during which the Owner is obligated to operate the Property in accordance with the Agreement, this Declaration shall terminate and shall no longer be effective.

3. The Owner agrees, that if the project ceases to be used as a facility for the homeless population within ten (10) years after the project is placed in service, the Owner, its successors or assigns, shall be obligated to repay BHS one hundred percent (100%) of any assistance received for acquisition, rehabilitation and new construction under the Agreement. If such project is used as a facility for the

homeless population for more than ten (10) years, BHS shall reduce the percentage of the amount required to be repaid by ten (10) percentage points for each year in excess of ten (10) that the project is in operation for the intended use.

4. BHS, acting by and through a duly authorized official, may approve such action as may be necessary to allow the transfer, conveyance, assignment, leasing, mortgaging, or encumbering of the Property or to accomplish the acts described above.

5. This Declaration and the covenants set forth herein regulating and restricting the use and occupancy of the Property (i) shall be and are covenants running with the Property, encumbering the Property for the term of this Declaration, and binding upon the Owner's successors in title and all subsequent owners of the Property, (ii) are not merely personal covenants of the Owner, and (iii) shall bind the Owner and its respective successors and assigns during the term of this Declaration.

6. Any and all requirements of the laws of the State to be satisfied in order for the provisions of this Declaration to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full, and that any requirements or privileges of estate are intended to be satisfied, or in the alternate, that an equitable servitude has been created to insure that these restrictions run with the land. For the term of this Declaration, each and every contract, deed, or other instrument hereafter executed conveying the Property or portion thereof shall expressly provide that such conveyance is subject to this Declaration, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Property or portion thereof provides that such conveyance is subject to this Declaration.

7. The invalidity of any clause, part or provision of this Declaration shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the Owner has caused this Agreement to be signed by its duly authorized representatives, as of the day and year first above written.

OWNER

By:_____

STATE OF MARYLAND

CITY OF BALTIMORE_____

On this ____ day of _____, 2005, before me, a notary public, personally appeared _____, the _____ of _____, a Maryland limited liability company, named in the foregoing instrument and acknowledged said instrument on behalf of the company.

Notary Public

Pursuant to the requirements of Section 3-104(f)(1) of the Real Property Article of the Annotated Code of Maryland, This Is To Certify that the within document was prepared by (or under the supervision of) the undersigned Attorney At Law admitted to practice by and in good standing with the Court of Appeals of the State of Maryland.

EXHIBIT C (1)
TO
DECLARATION OF RESTRICTIVE COVENANTS
PROPERTY

LEGAL DESCRIPTION